

William X Nietzsche, et al
c/o 4406 N Mississippi Avenue
Portland Oregon [97217]
503-287-6494 / 503-539-3784

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION**

**William X Nietzsche (solely as trustee for
KRME International Trust), Et al.,
Plaintiff(s).**

**3:18-CV-01930-SI
Case No.**

**MANDATORY JUDICIAL
COGNIZANCE NOTICE**

v.

**FREEDOM HOME MORTGAGE CORPORATION
(FHMC), Et al.,
Defendant(s).**

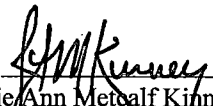
MANDATORY JUDICIAL COGNIZANCE NOTICE

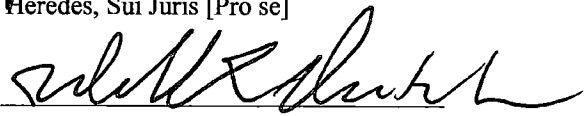
On its own motion this Court of Record takes mandatory judicial cognizance and decrees as follows:

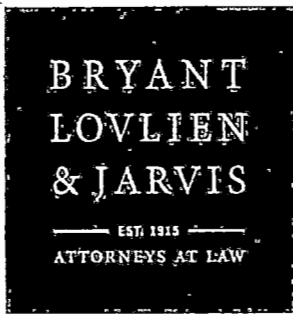
1. **JUDICIAL COGNIZANCE.** Judicial notice, or knowledge upon which a judge is bound to act without having it proved in evidence. [Black's Law Dictionary, 5th Edition, page 760.]
2. Federal Rules of Evidence Article IV Rule 408 (b) Exceptions. The court may admit this evidence for another purpose, such as ... proving an effort to obstruct a criminal investigation or prosecution.
3. **SETTLEMENT OFFER FROM ATTORNEY BRENT N. WILKINS ACTING ON BEHALF OF DEFENDANT RAIN CITY CAPITAL OF OREGON, LLC DATED APRIL 11, 2019. (see "EXHIBIT YY" hereby attached to this Mandatory Judicial Cognizance Notice and to Plaintiffs' First Amended Verified Complaint)**

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RESPECTFULLY DATED this 9 day of May, 2019.

By 
Julie Ann Metcalf Kinney
In Solo Proprio, In Proper Persona,
Sui Heredes, Sui Juris [Pro se]

By 
William X Nietzsche, as trustee for KRME International Trust
In Solo Proprio, In Proper Persona,
Sui Heredes, Sui Juris [Pro se]



April 11, 2019

ATTORNEYS

John D. Sorlie
 Mark G. Reinecke
 Melissa P. Lande
 Paul J. Taylor
 Jeremy M. Green
 Melinda M. Thomas
 Heather J. Hansen
 Garrett Chrostek
 Alan R. Dale
 Lindsay E. Gardner
 Katie Clason
 James A. Fraser
 Brent N. Wilkins

Via Mail & E-mail

William Kinney, Jr, et al
 4406 N. Mississippi Avenue
 Portland, Oregon 97217
w.nietzsche1@gmail.com

FOR SETTLEMENT PURPOSES ONLY – FRE 408

RE: Oregon Federal District Court Case No. 3:18-CV1930-SI: Kinney Jr., Kinney, Nietzsche, et al v. Rain City Capital of Oregon, LLC, et al

Dear Mr. Kinney, Jr., Ms. Kinney, and Mr. Nietzsche:

This office represents Rain City Capital of Oregon, LLC (RCC). RCC requested our office to assist in defending its interests in the above-referenced litigation ("case"). RCC has reviewed the Complaint, and RCC denies all of the claims against it. The claims against RCC are without merit and baseless. RCC is committed to vigorously defending its interests in this case, and it will pursue any and all defenses, claims, and available relief.

Notwithstanding, RCC is willing to pay \$2,500 to Plaintiffs in connection with Plaintiffs dismissing RCC from the case with prejudice. Additionally, Plaintiffs will be required to enter into a complete mutual release that will apply to Plaintiffs and RCC ("the parties") (and the parties' subsidiaries, agents, fiduciaries, employees, officers, managers, members, owners, advisors, affiliated entities, successors, guardians, conservators, personal representatives, trustees, and assigns) and waives, releases, acquits, and forever discharges the parties and their representatives for, from, and against any and all past, present, or future claims, demands, charges, expenses, attorney fees, compensation of any kind and nature, and any other amounts whatsoever, known or unknown, anticipated or unanticipated, now existing or hereinafter arising, regarding this case or arising out of or relating to this case.

The mutual release shall include additional standard terms, including but not limited to non-disparagement, non-disclosure, no admittance of wrongdoing by RCC, Plaintiffs, and their representatives, and confidentiality provisions. Our office will draft the release for your review and signature.

This settlement offer is open to be accepted or rejected as a whole until Monday, April 15, 2019 at 5:00 pm. If accepted, Plaintiffs will immediately file any and all necessary documents with the Court providing that the claims versus RCC have been resolved

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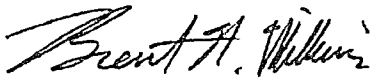
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For Settlement Purposes Only – FRE 408
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and that Plaintiffs will be dismissing RCC from the case with the prejudice. Once the settlement agreement is executed, Plaintiffs will be required to file a limited judgment dismissing all claims against RCC with prejudice. Be advised that by making this settlement offer, RCC is not making any form of admission or agreeing to any argument, assertion, and/or claim made in the amended complaint. Nor is RCC waiving, releasing, and/or relinquishing any rights, defenses, claims, and/or remedies available to RCC, whether legal or equitable, all of which are expressly reserved.

Thank you for your time, and RCC looks forward to receiving your response.

Very truly yours,



Brent N. Wilkins
wilkins@bljlawyers.com
CC: Client